

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/252

**TITLE: Transfield Services Limited (Kurnell Refinery - NSW)
Enterprise Agreement 2006-2009**

I.R.C. NO: IRC6/1196

DATE APPROVED/COMMENCEMENT: 23 March 2006 / 11 March 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA03/213.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 43

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Transfield Services (Australia) Pty Limited, Level 12, 201 Kent Street, Sydney NSW 2000, who are engaged on maintenance services and/or miscellaneous work at the Caltex Refinery located at Solander Street, Kurnell NSW 2231, who fall within the coverage of the following awards: Electrical, Electronic and Communications Contracting Industry (State) Award, Metal, Engineering and Associated Industries (State) Award and the Building and Construction Industry (State) Award. This agreement does not include Managerial, Supervisory, Administrative Staff and General Warehouse Staff employees.

PARTIES: Transfield Services (Australia) Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

**TRANSFIELD SERVICES LIMITED (KURNELL REFINERY-
NSW) ENTERPRISE AGREEMENT 2006-2009**

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1. TITLE

This Agreement shall be known as: TRANSFIELD SERVICES LIMITED (KURNELL REFINERY-NSW) ENTERPRISE AGREEMENT 2006-2009

2. APPLICATION AND INCIDENCE OF AGREEMENT

This Agreement shall apply to employees of the Company (as defined) for the period that such employees are engaged on maintenance services and/or miscellaneous work (as defined) at the Caltex Refinery, Solander Street, Kurnell NSW 2231. This Agreement covers wages and conditions for all employees so employed. It has no application to employees working in Managerial, Supervisory, Staff or Administrative roles.

3. PARTIES BOUND

3.1 All employees who are members of or who are eligible to be members of any Organisation of Employees listed in this clause which is entitled to represent the relevant employee/s industrial interests, and employees who are from time to time engaged in any occupation/classification/level listed in Appendix "A" of this Agreement;

3.2 Organisations representing employees herein viz:

- Australian Workers Union-Greater NSW Branch (AWU);
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union - NSW Branch (AFMEPKIU);
- Electrical Trades Union of Australia – NSW Branch (ETU).
- Construction, Forestry, Mining and Energy Union (CFMEU)

3.3 Transfield Services (Australia) Pty Limited.

4. STAND ALONE AGREEMENT

This Agreement is a comprehensive stand alone Agreement and prescribes employees terms and conditions whilst performing work under the contract the Company has in place at the Caltex Oil Refineries, Solander Street, Kurnell NSW 2061. Provided for purposes of meeting the no net detriment test this Agreement will be measured against the current relevant Awards:

- Electrical Contracting Industry (State) Award;
- Metal and Engineering Industry (New South Wales) Award;
- Building & Construction Industry (State) Award.

Insofar as the relevant industrial legislation allows the above relevant Award will also underpin this Agreement, provided where any inconsistency applies then the terms of this Agreement shall prevail to the extent of any inconsistency. On approval by the Industrial Commission of NSW this Agreement insofar as it relates to Company employees only, will replace Agreement IRC3969 of 2003.

5. TERM OF OPERATION

This Agreement shall operate from 11th March 2006 and shall have a nominal expiry date of Friday 27th February 2009.

6. **NO FUTURE CLAIMS**

Up to the nominal expiry date of this Agreement, no extra claims relating to wages or conditions of employment will be pursued which would otherwise be the subject of protected industrial action under the Workplace Relations Act 1996, as amended.

7. **CONTINUITY OF WORK**

It is a specific condition of employment pursuant to this Agreement that during the period that this Agreement is in force, all parties undertake to ensure that all industrial grievances and disputes shall be dealt with strictly in accordance with Clause 10 Avoidance of Disputes Procedure of this Agreement and that at all times the Refineries Operations will not be compromised due to any unlawful strike, ban or limitation, or any other form of unlawful industrial action.

8. **DEFINITIONS:** (for the purposes of this Agreement)

The Company means Transfield Services (Australia) Pty Limited.

The Employer means Transfield Services (Australia) Pty Limited

Employee means an employee of Transfield Services (Australia) Pty Limited.

Site means the premises, location and establishment of the Caltex Refinery, Solander Street, Kurnell NSW 2061, where the Company is contracted to carry out maintenance services and/or miscellaneous work.

Maintenance Services and/or Miscellaneous Works means any work, including shutdowns or turnarounds, project or construction work, or work to repair, replace, renovate, rehabilitate, maintain, overhaul, upgrade and/or upkeep the plant, machinery, equipment and associated buildings and property at the Caltex Refinery, Kurnell.

Union means Organisations of Employees as listed at Clause 3 of this Agreement.

Ordinary Hours means 35 hours per week, or as varied pursuant to Clause 13 or 14 of this Agreement. Ordinary pay, ordinary rates, ordinary time shall have corresponding meanings.

Week means that period of time commencing 11.00pm Sunday and ending 11.00pm on Sunday seven (7) days hence.

Casual Employee means one hired and paid as such as per Clause 12 (12.3) or in the case of Shutdowns or Turnarounds (12.3A) of this Agreement

This Agreement means Transfield Services Australia (Kurnell Refinery- NSW) Enterprise Agreement 2006-2009

9. **BEST PRACTICE**

9.1 The parties agree that Best Practice is simply a *better way* of doing things - it is a process of constantly changing and adapting to new pressures and work methods. Best Practices are not fixed. It is the method of operation to achieve exemplary levels of performance. Best Practices are not restricted to an examination of cost, but also include quality and timely completion of work safely and efficiently.

9.1.1 The Best Practices Programme includes:

- Understanding and measuring Client needs.
- Multi skilled workforce.
- Flexible workforce, committed to change Employee involvement.
- Provision of healthy and safe working environment and work practice.

- The achievement of excellence through continuous improvement.

9.2 Efficiency and Quality

9.2.1 The parties are committed to continuously improving efficiency and quality of work and as a consequence the following arrangements will be adopted:

- a) Efficient Safe Working Practices and Active Safety Programmes - consistent with our goal of zero safety incidents.
- b) Skills Enhancement - to develop/extend an employee's skills consistent with the productivity and flexibility requirements of the work to be completed and to extend the employees' competence so he/she can ideally perform the whole task.
- c) Promotion of Industrial Harmony - by combining effective grievance resolution, consultation with and involvement of employees about their work and good management practices to prevent all disputation.
- d) Flexible Assignment - where the Company may utilise an employee on any task that is within the employees competence, classification, consistent with relevant statutory requirements and our duty to provide a safe and healthy work environment.

10. AVOIDANCE OF DISPUTE PROCEDURE

10.1 It is an express condition of this Agreement and each employee's contract of employment, that continuous operations and workflow be maintained without bans, limitations, stoppages of work or any other unlawful form of industrial action. In order to comply with this provision the parties acknowledge that it is a fundamental requirement that the following steps be complied with where any employee bound by this Agreement has an issue, matter, dispute (hereafter referred to as a grievance) about any grievance associated with this Agreement:

- Step 1** The grievance shall, in the first instance, be pursued between the employee or employees concerned and their immediate Supervisor.
- Step 2** If the grievance is not resolved within a 48-hour time frame or the aggrieved party has not received a formal response, then the aggrieved party shall discuss the grievance with the Contract Superintendent. At the employees option the employee may request the Employee Workplace Representative also be involved in any discussions with the Contract Superintendent.
- Step 3** If after raising the grievance with the Contract Superintendent the grievance is not resolved within a 48-hour time frame or the aggrieved party has not received a formal response, then the aggrieved party shall seek a conference with the Contract Manager. Once a conference is convened, at the employee's option, he/she may have representation, which may include the Employee Workplace Representative, Agent, Union Organiser which at law has a right to represent the employees interests under this Agreement. The Contract Manager, only if the employee elects to be represented, with also have the option of having other relevant Company Managers present.

10.2 After the above steps have concluded and if the grievance is not resolved, and subject to the grievance not being a prohibited matter, or a matter not relating to wrongful or unfair dismissal, or a matter not being in breach of the no further claims clause or a breach of this Agreement, then any party, subject to 10.4 below, may apply to the Industrial Relations Commission seeking resolution of the grievance via conciliation.

- 10.3 Reasonable time limits shall be allowed for the Commission to resolve the grievance by conciliation. However, if the Commission is unable to resolve the grievance via conciliation, then a 14 -day cooling off period will take effect. The combined parties, if still necessary after the cooling off period is over, may by joint written request only, seek that the Commission make a written recommendation in full and final settlement of the grievance. The parties will abide by any written recommendation.

11. EMPLOYEE INDUCTION

- 11.1 All persons before commencing work on the site will attend and successfully complete a Site Induction Programme (SIP). The SIP will explain safety rules and regulations, site requirements and the application of this Agreement.
- 11.2 The SIP will be conducted at a central location provided for by the Company. The Company reserves the right to alter the duration of the programme and to conduct further and/or refresher programmes where necessary.
- 11.3 Each employee shall receive a Site Safety/House Rules Booklet and a copy of this Agreement. All employees on receipt of the booklet/Agreement, will acknowledge in writing their obligations to understand the booklet/Agreement contents and requirements and abide by them.
- 11.4 After successful completion of the SIP, each employee will be issued with a Personal Site Identification Pass (PSIP), which will allow entry and exit from the site.
- 11.5 The PSIP may also be used as a personal ID when requisitioning tools and/or materials and for time keeping purposes and for any other reasonable purposes that the Company may from time to time require.
- 11.6 All employees after successfully completing the induction will, where relevant, receive a written letter of offer of employment, which amongst other things, will contain their employment status as per Clause 12, and their regular pattern of required working hours.

12. CONTRACT OF EMPLOYMENT

12.1 Weekly Employment (Full Time)

All employees not specifically engaged as casuals or as part time employees shall be full time employees.

12.2 Part Time Employment

All entitlements for a part time employee will be calculated on a pro rata basis of a full time employee. Provided any hours worked in excess of the agreed daily hours of the part-time employees rostered hours then overtime rates will apply.

12.3 Casual Employment (Non Shutdown or Turnaround work)

12.3.1 Casual employees may be employed at any time. A casual employee for working ordinary time, shall be paid per hour one thirty-fifth of the weekly wage applicable to the relevant classification rate contained in this Agreement, plus twenty five percent (25%). The loading shall also apply on overtime hours paid.

12.3.2 A casual employee is not entitled to any paid leave benefits of this Agreement including annual holidays, sick leave, public or additional holidays, or any redundancy or severance payments.

12.3A Casual Employment (Specifically engaged for Shutdown or Turnaround work)

12.3A.1 Casual employees specifically engaged to work on Shutdown or Turnaround will be paid overtime rates as per the following:

- a) Monday to Saturday (including working on a RDO): time and one half for the first two hours and double time thereafter;
- b) Sundays: Double Time;
- c) Public Holidays: Triple time;
- d) Each day's overtime shall stand-alone.

12.3A.2 A casual employee for working ordinary time, shall be paid per hour one thirty-fifth of the weekly wage applicable to the relevant classification rate contained in this Agreement, plus twenty five percent (25%). The loading is also applicable on overtime hours paid.

12.3A.3 A casual employee is not entitled to any paid leave for annual holidays, sick leave, public or additional holidays, or any redundancy or severance payments.

12.3A.4 For the purposes of this Sub-clause each shutdown or turnaround period shall be a stand-alone period.

12.4 Trial Period

Employees newly engaged after the commencement of this Agreement, such employees would be required to serve an initial probationary period. Subject to satisfactory performance or availability of work, no probationary period will exceed thirteen (13) weeks duration.

12.5 Termination of Employment

12.5.1 Weekly Hire (Full Time or Part Time)

Termination of Employment will be given as per the following scale:

| <u>Period of Continuous Service</u> | <u>Period of Notice</u> |
|-------------------------------------|-------------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |

12.5.2 In addition to the above notice employees over 45 years of age at the time of notice being issued, with not less than two years continuous service shall be entitled to an additional weeks notice.

12.5.3 Where the Company fails to give the appropriate notice then payment in lieu of the notice shall be applicable. Provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof. This provision also applies where the employee fails to give the appropriate notice to the Company.

12.5.4 Termination of a Casual Employee's period or engagement shall be given by no less than one (1) hours notice by either side or payment or forfeiture of one (1) hours wages as the case may be.

12.6 Statement of Employment

The Company will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of the type of work performed by the employee. At the additional request of the employee, an evaluation of conduct and performance will also be outlined.

12.7 Dismissal

12.7.1 Notwithstanding the provisions of subclauses 12.5 hereof, the Company will have the right to dismiss any employee, without notice, for conduct that justifies instant dismissal. In such case the wages shall be paid up to the time of dismissal only.

12.7.2 Where an employee is absent from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned his/her employment.

12.7.3 Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the Company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

12.8 Standing Down of Employees

Notwithstanding anything contained in this Clause, the Company will have the right to deduct payment for any day an employee cannot be usefully employed because of a strike, or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible. Provided in circumstances of inclement weather where it is not safe to perform productive work a casual employee who attends for work or actually commences work, the casual employee shall be afforded 4 hours work or 4 hours pay.

12.9 Timekeeping

Notwithstanding anything stated elsewhere in this Agreement. The Company may select and utilise for time keeping purposes any fraction or decimal proportion of an hour (not exceeding fifteen minutes) and will apply such proportion in the calculation of working time (including overtime) of an employee.

12.10 Payment of Wages

12.10.1 Wages due will be paid by electronic funds transfer into the employees nominated bank or other financial institution account. Wages will be paid weekly and (subject only to Public Holiday delays) be available no later than close of business on the Thursday following the end of the relevant pay period. Employees will receive their pay slips on a weekly basis as soon as practicable on or after pay-day.

12.10.2 An employee whose service is terminated shall, within a reasonable time period, be paid the full amount of wages and accrued payments due. Provided no employees will be required to wait for a longer period than three (3) ordinary working days after the date of termination.

12.11 Time and Wages Record

In accordance with statutory requirements, the Company shall keep or cause to be kept at site, a time and wages book or other time and wages record for each employee.

Payroll inspections may be conducted by persons authorized under the Act to do so, and will be conducted strictly in accordance with statutory provisions.

12.12 Work Practices and Compliance

- 12.12.1 The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.
- 12.12.2 The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 12.12.3 Any direction issued by the Company pursuant to 12.12.1 and 12.12.2 will be consistent with the Company's responsibilities to provide a safe and healthy working environment.
- 12.11.4 In addition, it is a term and condition of employment, and of the obligations and rights accruing under this Agreement that an employee must:
- (a) Comply with the orders of the Company to work reasonable overtime, at any time during the seven days of the week, at the appropriate remuneration prescribed herein; and
 - (b) Use all appropriate protective clothing and equipment provided by the Company for specific circumstances and, after appropriate training, safety equipment or apparatus to supplement safety checks by other authorised personnel; and
 - (c) Comply with the Company's direction to carry out maintenance work required for the safety of personnel and plant (including Maintenance work for the continued operation of plant in accordance with the requirements of the company both as to the Maintenance work to be performed and the numbers and classification of personnel required for that purpose), or for the emergency prevention of pollution; and
 - (d) Perform such work, including shift work, required for refinery or plant shutdowns or break-downs or start-ups or other emergency maintenance as the Company may, from time to time, reasonably require; and
 - (e) Comply with the Company's direction to keep the work-place and equipment in a clean and safe condition; and
 - (f) Drive motor vehicles to Class 1 Licence requirements where such is necessary for performance of their duties.
 - (g) Subject to the issuing of the appropriate Wet Weather Clothing all personnel are to work in the rain, conditional on the ability to perform the work in a safe way, carry out any lawful direction given by the Company Representative and to take direction from Supervisors.
 - (h) The movement of "tools of trade" is the responsibility of the Tradesperson and should not rely on other crafts for their transportation.
 - (i) Operators of transport vehicles that are fitted with 'Robo' or similar type mechanical lifting equipment are required to sling their own loads.

- (j) Manpower Utilisation: Generally the work should be manned according to the job requirement and there should not exist any fixed numbers and ratios.
- (k) Job Permits: An employee, qualified to receive permits, will collect the required Job Permits, receive the Work Permit and progress the job as identified.
- (L) There shall be no restriction on an employee performing tasks in a level above or below their current level e.g. an employee can gain competency and utilise skills and knowledge applicable to Level 3 while still classified in Level 2.

13. HOURS OF WORK

13.1 Ordinary Hours

- 13.1.1 The ordinary hours of work shall be an average of 35 per week to be worked on one of the following basis:
 - a) 35 hours within a work cycle not exceeding 7 consecutive days; or
 - b) 70 hours within a work cycle not exceeding 14 consecutive days.
- 13.1.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday between (at the discretion of the Company) 6.00am and 6.00pm. Provided the following applies:
 - 13.1.2.1 Starting Time: 7.30am; Finishing Time: 3.47pm
 - 13.1.2.2 On shutdowns or major project work, by arrangement with the employee's concerned the starting and finishing times can vary by up to one (1) hour either side of the times prescribed at 13.1.2.1 above.
- 13.1.3 The introduction of a 35 hour week was introduced in accordance with the provisions of the AIRC Full Bench: Standard Hours (Oil Companies) Award 1974 (print AW796032) and the standards set in that decision will apply under this Agreement where any inconsistency exists.

13.2 Rostered Day Off (RDO)

Subject to the following, employees will be entitled to an RDO every two (2) weeks. The date of taking RDO's will be posted in advance.

- 13.2.1 Taking of an RDO shall involve:
 - a) Compressing a 10-day working cycle (70 hours) into 9 days by working 9 x 7.8 hour days (70hours) and having a RDO within the working cycle.
 - b) Payment will be based on actual hours worked, and the RDO shall be taken without pay.
 - c) Public Holidays will be based on a 7.8 hour day. (i.e.: where applicable 7.8 hours pay)
 - d) A sick leave day will be based on 7.8 hours (i.e.: where applicable 7.8 hours pay).
- 13.2.2 Substitution of RDO:

- a) The RDO shall be observed by all employees on site but may be substituted during plant shutdowns, emergency situations or unscheduled maintenance. Where an RDO is substituted for the reasons outlined that day shall be worked as normal and a day shall be substituted in lieu thereof.
- b) Other than emergencies, forty eight hours notice shall be given of substitution of an RDO and in such cases the substitute day shall be taken on a date suitable to the employee no later than the end of the next rostered cycle. Provided that by mutual agreement the RDO may be substituted and taken at a later mutually agreed time.

14. SHIFT WORK

14.1 Shift Work

14.1.1 Definitions: For the purposes of this clause:

A “**shift**” refers to a period of work of 7.8hours duration but may be worked in conjunction with periods of overtime before or after the shift.

“**Afternoon Shift**” means any shift finishing after 8.00pm and at or before midnight. Unless specified elsewhere it will be paid at the rate of time plus 15% or ordinary-time rates of pay.

“**Night Shift**” means any shift finishing subsequent to midnight and at or before 8.00am. Unless specified elsewhere it will be paid at the rate of time plus 30% of ordinary-time rate of pay.

Provided in circumstances relating to shutdown or turnaround work a shift system of 7.8 hours may be worked with commencing and finishing times being different to the traditional shift work times. **Example:** From 5.00pm to 12.47am, which in this case the night shift, loading of 30% would apply.

14.2.2 Special Shifts

- a) A “**Special Shift**” is defined as a period of work other than work or overtime connected with day work performed to handle emergency repairs to refinery equipment. Special Shifts can run for a maximum period of four (4) weeks unless otherwise agreed between the unions involved and the Company.
- b) Subject to subclause (c) and (d) of this clause and to their attendance for these shifts, employees:
 - i) transferred to special shift work; or
 - ii) at the request of the company transfer from one special shift to another special shift will receive a minimum of 15.2 hours pay for each of the first four afternoon or night shifts for which they are so rostered. Subsequent afternoon and night shifts will be paid at the rate specified in subclause (14.2) of this clause.
- c) All time worked on Sundays and No. 1 Shift Monday will be paid for a rate of double time.
- d) When an employee is transferred from day work to night shift and the transfer is arranged in a manner which results in the first night shift being worked within twenty-four hours immediately following his/her commencement of a period of day work, he/she will receive eight (8) hours pay at ordinary time rate in addition to any other payments due to him/her under subclause (b) of this clause for the first night

shift.

- e) All overtime associated with special shifts worked on a Saturday will be paid for at the rate of double time.

14.1.3 Unit Shutdown and Turnaround Shifts:

- a) A “unit shutdown and turnaround shift” is defined as a period of work other than daywork or overtime connected with daywork performed to effect a Workcover mandated shutdown, but will not include designated shutting down and starting up rosters which shall be regarded as special shifts.

The designation of rosters as special shifts will be the decision of the Company. There is no limitation on the duration of rosters formed to affect a Workcover mandated shutdown.

- b) An employee may be allocated to a roster to effect a Workcover mandated shutdown with 48 hours notice of the specified shift on which he/she is to work and be paid the shift penalties as set out in subclause (14.2) of this clause. In the absence of 48 hours notice, the employee is to be paid at overtime rates until the expiration of the period of notice and then be paid the shift penalties as set out in the said subclause (14.2).

14.2.4 General

- a) When due to the curtailment of a shift roster an employee is transferred from shift work to day work with less than forty-eight (48) hours notice he/she will be paid for any periods of work commenced within forty-eight (48) hours of the time of notification of the roster change at the rate he/she would have received for the shifts for which he/she was previously rostered on the same calendar days.
- b) An employee will receive payment for a normal week for each full week employed, that is, there will be no loss of pay for time scheduled off for the purposes of making shift changes.

14A CONTINUOUS SHIFT WORK

Continuous Shift Work means ordinary hours of work carried on with consecutive shifts of people throughout the 24 hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

14A.1 Saturday/Sunday/Public Holiday Shifts

14A.1.1 Saturday Shift

The minimum rate to be paid to a continuous shift worker for ordinary work rostered to be performed between 11.00 pm on Friday and 11.00 pm on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the relevant shift allowances prescribed in sub-clause 14.1.1

14A.1.2 Sunday Shift

The minimum rate to be paid to a continuous shift worker for ordinary work rostered to be performed between 11.00 pm on Saturday and 11.00 pm on Sunday shall be double time. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed at sub-clause 14.1.1

14A.1.3 Public Holiday Shift

The minimum rate to be paid to a continuous shift worker for ordinary work rostered to be performed on a Public Holiday shall triple time. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed in sub-clause 14.1.1

15. MEAL BREAKS

15.1 Day Workers

15.1.1 Day workers shall be entitled to an unpaid meal break of 30 minutes duration. Such meal break shall be taken between the fourth and fifth hours from the daily commencement time of the employee/s concerned ordinary hours.

15.1.2 To allow for continuity of work, meal breaks may be staggered.

15.2 Shift Workers

Meal breaks for shift workers including continuous shift workers will be of 20 minutes duration and will be inclusive of ordinary shift hours. Meal breaks will be taken within 6 hours of starting ordinary shift hours.

16. REST PERIOD

Day work employees shall be entitled to a paid rest period of 10 minutes duration in the first half of their daily work Monday to Friday. Such rest period to be taken at a time as will not unreasonably interfere with the continuity of work.

17. OVERTIME

17.1 Payment for Working Overtime (For the purposes of 17.1.1 this excludes casuals employed under sub-clause 12.3A of this Agreement).

17.1.1 For all hours worked outside ordinary hours Monday to Friday the rates of pay shall be double ordinary time rates.

17.1.2 Except as provided in this subclause or subclause 17.3 hereof in computing overtime each day's work shall stand-alone.

17.1.3 For the purposes of this clause ordinary hours shall mean the hours worked in accordance with clause 13 or 14 of this Agreement.

17.2 Requirement to Work Reasonable Overtime

17.2.1 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

17.2.2 The assignment of overtime by the Company to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

17.3 Rest Period After Overtime

17.3.1.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

17.3.2 An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her

ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 17.3.3 If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double ordinary time rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

17.4 Call In

The following provisions will apply when an employee is recalled to work overtime.

17.4.1 Dayworkers – Monday to Friday Inclusive

- a) An employee recalled to work overtime after leaving the Site (whether notified before, or after, leaving the Site) shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled;
- b) Unless unforeseen circumstances arise the employee shall not be required to work the full four hours if the job is completed within a shorter period.
- c) An employee who, not having been notified before leaving the site, is called back to start work at a time less than four hours before the commencing time of the employee's ordinary hours of work, shall be paid from the time the employee commences work at the rate of double time for the first four hours, in lieu of his ordinary-time rate occurring during this period. Thereafter the employee will revert to the rate applicable to ordinary time.
- d) When an employee is recalled to the site at anytime for the purposes within this sub-clause, the employee shall be entitled to one (1) hour's payment at his/her ordinary time rate of pay for travel time.
- e) When a employee is recalled to work overtime associated with shipping movements at the wharf or sub-berth this recall will be responded to as initially advised and should circumstances change the decision will be made upon the employee's arrival as to whether the call-in will be cancelled and the employee released or held in order to perform the work for which the call-in was initially made.

17.5 Saturday, Sunday, Public or Additional Holiday Work

An employee required to work overtime on a Saturday, Sunday, Public or Additional Holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

17.5.1 Saturday Overtime (excluding casual employees employed under Clause 12.3A)

Overtime hours worked on Saturday shall be paid for at double ordinary time rates.

17.5.2 Sunday Overtime

Overtime hours worked on a Sunday shall be paid for at the rate of double ordinary time rates.

17.5.3 Public or Additional Holiday (PH) Overtime

Overtime hours (outside of normal day-work hours i.e. 7.30am to 3.47pm) worked on a PH shall be paid for at the rate of triple ordinary time rates. Hours worked during normal day-work hours on a PH will provide the employee with his/her ordinary public holiday payment, plus double time culminating to a maximum of triple time for the normal day-work.

17.5.4 Work on Rostered Day Off (RDO)

An employee called in to work overtime on an RDO shall be paid travel time of one (1) hour at his/her ordinary time rate of pay for each time he/she is called in, except when he/she is notified of the requirement to work overtime on the previous normal working day or earlier.

17.6 Crib Time

17.6.1 An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked provided the employee continues working after such crib time.

17.6.2 Provided that where a day worker is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00 am and 1.00 pm be paid at ordinary rates.

17.6.3 Where the period of overtime is more than two hours an employee before starting overtime after working ordinary hours shall be allowed a crib break of 20 minutes which shall be paid for at ordinary rates. The Company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

17.7 Meal Allowance

17.7.1 An employee required to work overtime shall be paid an allowance in lieu of overtime meals for each meal in accordance with the scale as prescribed at Appendix "C" of this Agreement.

17.7.2 A day work employee required to work overtime beyond 8 hours on a Saturday or a Sunday shall be paid a meal allowance in accordance with the scale as prescribed at Appendix "C" of this Agreement.

17.8 Time Off in Lieu of Payment of Overtime

17.8.1 Notwithstanding the provisions of subclause 17.1 an employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

17.8.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

17.8.3 The company shall if requested by an employee, provide payment at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph 17.8.1 of this subclause where such time has not been taken within four (4) weeks of accrual.

17.9 Overtime Cancellation (holidays and/or weekends)

- 17.9.1 If, on a week day, notice cancelling a previous instruction to work overtime on a Holiday as prescribed in Clause 18 of this Agreement or to work during a weekend is given to an employee before he/she leaves the site, a penalty payment shall not be payable.
- 17.9.2 If notice cancelling the instruction is sent, or telephoned, to the employee's registered address before he/she would normally have left to commence work, he/she shall be paid a minimum of four hours at his/her ordinary time rate.
- 17.9.3 If the employee is not at their registered address when notice of cancellation is delivered, or telephoned, and they subsequently report for work they shall be paid four hours at their ordinary time rate in lieu of the penalties prescribed elsewhere in this Agreement.
- 17.9.4 If overtime is cancelled after having commenced work an employee shall be paid for all hours worked with a minimum of 4 hours at the appropriate rate.

18. PUBLIC AND ADDITIONAL HOLIDAYS

- 18.1 Employees (excluding casual employees) shall be entitled, without loss of ordinary pay, to prescribed public and additional holidays as follows: -

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Tuesday immediately following Easter Monday
- First Monday in December

or such other gazetted day as is generally observed in the locality to which this Agreement applies as a substitute for any of the above days. Provided if in the circumstances the NSW government legislates for an additional holiday in lieu of what is known as a 'picnic day', then that provision will have no application under the terms of this Agreement.

- 18.2 For the purpose of this Agreement

- a) When Christmas Day is a Saturday or on a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- c) When New Year's Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- d) Where Anzac Day falls on a Saturday and Caltex employees are granted a holiday in lieu thereof, the same shall apply to Company employees. (In this case any entitlements relating to payment for working on a holiday will apply only once, i.e. on the day in lieu)

- e) By agreement between the company and employee, other days may be substituted for the said days.

18.3 Holidays - Absence on Working Day Before or After

Where an employee is absent on the working day before or the working day after a holiday without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such holiday.

19. ANNUAL LEAVE

19.1 Period of Leave

- 19.1.1 Employee's (other than casual employee) covered by this Agreement shall accrue at the end of each 12 months of their continuous employment with the company an entitlement to **four (4) weeks** leave.
- 19.1.2 Annual leave shall accrue on the bases of **2.692** hours for each week of continuous employment.
- 19.1.3 **Continuous Shift Workers** as prescribed at Clause 14A shall for each week that they work on a continuous shift roster that includes Saturdays, Sundays or Public Holidays as ordinary working days will accrue annual leave at the rate of **3.365** hours per week of continuous employment.

19.2 Annual Leave is exclusive of Public Holidays

Such annual leave shall be exclusive of any holiday (as prescribed at Clause 18 of this Agreement) that may occur during the period of annual leave and (subject to subclause 19.6 hereof) shall be paid for by the Company in advance.

19.3 Payment on Termination

- 19.3.1 If the employment of any employee is terminated for any reason at the expiration of a full year of employment the Company shall be deemed to have given the leave to the employee from the date of termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee his/her pay, calculated in accordance with subclause 19.6(b) hereof, for four weeks less payment of any leave previously taken.
- 19.3.2 If the employment of any employee is terminated for any reason before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to **one-twelfth** of the ordinary earnings for the period of the employment calculated in accordance with subclause 19.6 hereof less payment of any leave previously taken.

19.4 Period of Notice prior to taking Annual Leave

Unless otherwise agreed, the Company shall provide employees with a months notice prior to them taking annual leave.

19.5 Calculation of Annual Leave Pay (when leave is actually being taken)

19.5.1 Calculation of Annual Leave Pay - in respect to Annual Leave entitlements to which this subclause applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- a) Shift Workers - Subject to provision (b) hereof the rate of wage to be paid to a shift worker shall be at the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- b) All Employees - In no case shall the payment by the Company to an employee be less than the sum of the following amounts:
 - i) The employee's ordinary "all-purpose" wage rate as prescribed by this Agreement (Appendix 'A') for the period of Annual Leave (excluding shift premiums and weekend penalty rates);

19.6 Annual Leave Loading (22.5%)

An employee who proceeds on Annual Leave shall receive a loading of **22.5%** calculated on the total amount of Annual Leave Pay received. Provided that a shift worker (Clause 14) actually taking leave shall receive the said loading or paid as per his/her projected shift roster, whichever is the greater. This loading shall also apply to any proportionate leave. Provided also, that any leave paid out under subclause 19.3 hereof, then such **22.5%** loading will apply.

19.7 Split Leave

By mutual agreement between the Company and employee/s concerned Annual Leave entitlements may be split into several leave periods.

19.8 Calculation of Continuous Employment

19.8.1 For the purpose of this Clause, employment shall be deemed to be continuous notwithstanding:

- a) any interruption or determination of the employment by the Company if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- b) any absence from work on account of personal sickness or accident, or on account of paid leave lawfully granted by the Company, or
- c) any absence with reasonable cause, proof of which shall be upon the employee.

19.9 Annual Closedown

19.9.1 The Company may close its worksites or reduce the number of employees required for work so that all, or the maximum number of employees take leave at the same time.

19.9.2 The Company shall give one month's notice of its intention to employees who would be affected by such action.

19.9.3 When the workplace is closed, employees must take the leave to which they are entitled pro-rata at the period of closure. In the case of the employee leave balance being less than the period of annual closure, the remainder of the closedown period shall be taken as unpaid leave.

- 19.9.4 Should the employee later accrue the entitlement to further paid leave following the resumption of work, the employee may elect to have the period of unpaid leave, paid from the subsequently accrued leave.
- 19.9.5 If an employee is employed for less than one year, any leave taken will be proportionate to length of service and if such leave is not equal to the leave given to other employees, then the employee shall not be entitled to work or pay whilst other employees are on the annual leave closedown.

20. SICK/CARER'S LEAVE

- 20.1 Employees (excluding casual employees) when absent from work on account of personal illness or an account of injury by accident, other than that covered by Workers' Compensation, or where the employee is the primary care giver to a sick family member, will be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:
 - 20.1.1 The employee must within 24 hours of the commencement of such absence inform the Company of their inability to attend for duty, and as far as practicable, state the nature of the injury/illness and the estimated duration of such absence.
 - 20.1.2 The employee must prove to the satisfaction of the Company that he/she was unable (on account of such illness or injury or for carer's leave purposes) to attend for duty on the day or days for which sick/carer's leave is claimed.
 - 20.1.3 From the commencement of this Agreement an employee during the first year of employment with the Company will be entitled to sick/carer's leave entitlement at the rate of 1 day (7.8 hours) after each 5.2 weeks of service.
 - 20.1.4.1 Provided that an employee who has completed one year of continuous employment with the Company will be credited with a further 10 days (78 hours) sick/carer's leave entitlement at the beginning of the second and each subsequent year.
- 20.2 Subject to the provision of this clause, an employee will be entitled to claim sick/carer's pay for two (2) single day absences in any year without substantiating documentation. Thereafter, any single day claimed within the same year will be supported by a statutory declaration. For multiple days claimed at any time, the employee will need to supply to the Company's satisfaction a certificate from a registered health practitioner supporting the fact that the employee was unable to attend for duty on account of personal illness or injury or for the purposes of carer's leave.
- 20.3 Untaken sick/cares leave with the Company will accumulate from year to year.
- 20.4 If any employee is terminated by the Company and is re-engaged within a period of 6 months, then the employee's unclaimed balance of sick/carer's leave will continue from the date of re-engagement.
- 20.5 Sick leave entitlements are accrued and provided to employees for the purpose of illness or injury as provided in this Clause. Payment of unused entitlements on termination will not be made.
- 20.6 For the purposes of this clause sick/carer's leave shall have corresponding meanings (i.e. read and calculated as the same).

21. BEREAVEMENT/COMPASSIONATE LEAVE

- 21.1 Employees (excluding casual employees) shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death or near death in Australia of the employee's partner, father, mother, brother, sister, child, stepchild or parents-in-law.

- 21.2 Provided eligible employees shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death or near death outside of Australia of an employee's partner, father, mother, brother, sister, child, stepchild or parents-in-law and where such employee travels outside of Australia to attend the funeral.
- 21.3 Provided further in any 12 monthly period eligible employee subject to evidence being provided to the satisfaction of the Company, may seek bereavement/compassionate leave to the maximum of 2 unpaid days.

22. LONG SERVICE LEAVE

- 22.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the *NSW: Long Service Leave Act, 1955* or for eligible employees the provisions of the: *NSW Building and Construction Industry Long Service Leave Act*;
- 22.2 Provided any continuous employment accruing whilst working at site prior to 2nd June 2006 will accrue at .866 weeks per year of continuous employment (i.e. 8.66weeks/10yrs employment); and
- 22.2 Any continuous employment accruing whilst working at site after 2nd June 2006 will accrue at 1.3 weeks per year of continuous employment (i.e. 13 weeks/10 years employment only applying to employment actually accrued after 2nd June 2006).The provisions of 22.3 has no application for any service or any LSL accruing or accrued before 2nd June 2006.

23. JURY SERVICE

- 23.1 Employees required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 23.2 The employee must notify the Company as soon as practicable of the date upon which he/she is required to attend for jury service and must provide the Company with proof of attendance, the duration of such attendance, and the amount received in respect thereof.

24. PARENTAL LEAVE

Parental Leave provisions as prescribed in the Workplace Relations Act 1996, as amended, will set the minimum standards for eligible employees under this Agreement.

25. EFFECTIVE USE OF RESOURCES

In certain situations it may be necessary for staff employees not covered by this Agreement to temporarily perform work in occupations covered by this Agreement. These situations are defined as:

- 1) In the performance of job training.
- 2) For the induction of new employees into the workforce.
- 3) In emergency situations regarding the safety of people, environment or equipment.
- 4) Where there is a request for assistance from an employee covered by this Agreement.
- 5) Commissioning of equipment in conjunction with relevant employees.

26. SAFETY AND OCCUPATIONAL HEALTH

- 26.1 The *NSW Occupational Health and Safety Act 2000* its amendments and regulations will apply. A Safety Committee will be formed and operate in accordance with the abovementioned Act.

26.2 It is recognised that the Company is responsible for the safety of the workforce but this in no way removes any obligation from employees for proper safety practices to prevail at all times. *Safety is everyone's business.*

26.3 In order to clarify obligations under the NSW *Occupational Health and Safety Act, 2000* so as to reduce the degree of accidents or near misses it is agreed:

26.3.1 Where a genuine safety problem exists, work shall only cease where necessary in the disrupted area. Work shall continue elsewhere unless access to other working areas is unsafe. However, any problems of access shall be immediately rectified and the employees will use any alternative safe access to such safe working areas while the usual access is being rectified.

26.3.2 Where there is an overall genuine site safety issue, procedures as outlined at 26.4 below should be undertaken. Employees will not leave the site without specific directions from management but will remain in the facilities provided or some other nominated safe area:

26.4 Procedures

- a) Immediate inspection shall take place to identify what needs to be done in the area(s) where the safety problem exists.
- b) All employees who can be gainfully employed who are suitably skilled will immediately rectify whatever needs to be rectified.
- c) Once the rectification work has been carried out, productive work then resumes.
- c) Such resumption of work shall take place in stages once each area has been passed as safe.
- d) If in any circumstance after the procedures at a) b) c) d) hereof have been followed and a dispute situation has developed, then such a dispute shall be followed in accordance with Clause 10 of this Agreement.

27. CLOTHING AND PROTECTIVE EQUIPMENT

27.1 General/Identification

27.1.1 Subject to the following, employees shall be issued with safety footwear and protective clothing under the following terms:

- Employees must wear the footwear and clothing whilst at work.
- It is the responsibility of employees to clean and maintain same in a neat and tidy condition.
- Clothing issued may be identified by a Company logo.

27.2 Protective Footwear/Clothing Issues

27.2.1 Items will be supplied as soon as is practicable upon commencement, thereafter, they will be replaced on a fair wear and tear basis:

- Footwear**- one pair replaced at least annually
- Shirts** – four (4) nomex or similar substitute
- Pants or overalls** – four (4) nomex or similar substitute

- ❑ **Jacket or jumper** – each full time employee will be provided with a jacket or jumper in accordance with past practice.

27.2.2 Employees engaged as casuals will be required to present themselves for work in suitably attired safety footwear and clothing. Provided that where suitable fire retardant clothing i.e. shirts and pants or combination overalls are not provided by the Company the employee shall be entitled to a payment as prescribed at Clause A2.8 of the Agreement.

27.3 Fire Retardant Products

27.3.1 Items will be of good quality and where necessary clothing items will be made of fire retardant material.

27.3.2 Non-Wearing of:

- a) Where an employee who has been issued with required protective safety equipment, including safety footwear, helmets, harnesses, glasses, sunscreen lotions and protective clothing is found not to be wearing same on the job then such employee shall be counselled.
- b) Further infractions in relation to the non-wearing of the said protective equipment/clothing referred to above shall result in the employee being required to show cause why the said employee should not be removed from the job.

28. APPRENTICES

28.1 When at any time the Company has a need to enter into a contract of training with a person, the apprenticeship and training (will insofar as the Workplace Relations Act 1996, as amended (Cth) allows) be in accordance with the NSW: *Industrial and Commercial Training Act, 1989*.

28.2. Wage Rates

The minimum weekly wage for an apprentice shall be derived by applying the relevant yearly percentage (%) from the relevant tradespersons base rate as follows: Electrical (EME-Level 2), Mechanical (MME-Level 5), Building (BME-Level 5) shown in Appendix “A” of this Agreement.

| <u>Year</u> | <u>Percentage</u> |
|-------------|-------------------|
| First year | 42% |
| Second year | 55% |
| Third Year | 75% |
| Fourth year | 88% |

28.3 Conditions of Employment

Subject to sub-clause 28.4 apprentices shall receive conditions of employment *no less* than those applying under the terms of this Agreement.

28.4 Termination and/or Redundancy

The provisions of Clause 36 of this Agreement shall have no application to apprentices during their period of apprenticeship.

29. COUNSELLING AND DISCIPLINARY ACTION

- 29.1 Each employee bears the ultimate responsibility for his/her actions and ability or willingness to comply with Company standards.
- 29.2 Problems are generally divided into three categories:
- Work performance/Attendance/Conduct.
- 29.3 Where it is recognised that an employee is having a problem in any of the above categories then the following will apply:
- The relevant supervisor and employee shall discuss the issue.
- 29.4 Where an employee continues to transgress then the following will apply:
- A written reminder will be provided to the employee by the Contract Manager or his nominee.
- 29.5 Where practicable, to assist an employee in resolving his/her problem, the Company may provide support i.e. Counselling, and/or training to any employee, which in the Company's opinion may be reasonable under the circumstances.
- 29.6 Where after the abovementioned reminder has been issued and the employee continues to transgress, then the onus is on the employee to show cause why his/her employment should not be terminated.
- 29.6.1 In any situation where the Contract Manager or his nominee confers with an employee on a disciplinary matter, the employee is entitled to request that a witness be present. The manager will agree to any reasonable request insofar as having a witness present.
- 29.7 In any circumstances where an employee has received a written reminder and continues in the employment of the Company for a further six months without receiving a further written reminder then the initial written reminder may be erased from the employees file
- 29.8 An employee may view his/her file after giving reasonable notice to do so.
- 29.9 Nothing in this clause shall deny the Company its rights to dismiss any employee without notice for any conduct, action or otherwise that justifies instant dismissal and in such cases wages shall be paid up to the time of dismissal only.

30. CONSULTATIVE COMMITTEE

- 30.1 To assist in creating a stable and cooperative working relationship on matters pertaining to this Agreement a consultative committee consisting of equal employee and managerial numbers will be established.
- 30.2 Functions of the Committee
- 30.2.1 The following are some of the committees likely functions but not limited to:
- Communicate understanding of the Company's objective
 - Continuous improvement:
 - i) Workplace teams
 - ii) Effective planning and resource utilisation

iii) Key Performance Indicators (KPI's) etc.

- To identify problems and work cooperatively to develop solutions.
- To promote industrial harmony and better employee relations.
- Consider efficient means to improve communications, safety, quality assurance etc.
- Participate in the implementation of consultative mechanisms and procedures.
- Participation in the Integrated Services Contract Performance Management Program.

31. AMENITIES

31.1 The Company will provide amenities that meet the minimum standards in accordance with relevant statutory requirements. Employees will ensure that amenities are kept clean and presentable. (This does not mean general cleaning of facilities as part of an employees ancillary duties.)

31.2 Any area of concern relating to amenities will be progressed via the Consultative Committee.

32. EMPLOYEE WORKPLACE REPRESENTATIVE/S

Where employees covered by this Agreement at their discretion elect Employee Workplace Representative/s (EWR) the EWR/s will be allowed reasonable approved time to carry out functions associated with his/her role on matters that pertain to this Agreement and the employer, employee relationship. Provided under no circumstances will the EWR be allowed unapproved time away from his/her duties that would compromise him/her from performing their daily productive working tasks as an employee.

33. MIXED FUNCTIONS

An employee engaged for more than two (2) hours during one (1) day or shift on duties carrying a higher rate than his/her ordinary classification/level will be paid the higher rate for such day or shift. If for two (2) hours or less during the day or shift he/she shall be paid the higher rate for the time so worked.

34. ANTI -DISCRIMINATION

It is the intention of the parties bound by this Agreement to do all that is reasonable possible to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, material status, disability, homosexuality, transgender identity and age or any other matter that could be discriminatory.

35. STATUTORY MATTERS COVERED BY STATE LEGISLATION

The following NSW State Acts and the regulations, as amended, where relevant and provided they are not in conflict with the requirements of the Workplace Relations Act 1996, as amended, will set the minimum terms insofar as they relate to matters that are under the provisions of the relevant Act and pertain to the Company and employees bound by this Agreement:

- Long Service leave Act 1955;
- Building and Construction Industry Long Service payments Act 1986
- Workplace Injury Management and Compensation Act 1998;

- Occupational Health and Safety Act 2000

36. SUPERANNUATION

36.1 In accordance with the requirements of the Superannuation Guarantee Act, its amendments and regulations, the Superannuation Guarantee Charge (SGC) Legislation and subject to the terms and conditions of the relevant superannuation fund trust deed, the Company will contribute on behalf of each employee the following SGC percentage:

| <u>Financial Year</u> | <u>Percentage</u> |
|-----------------------|-------------------|
| 2006-2009 | 9% |

36.2 The relevant Superannuation Fund at the employees option will be:

- C + BUS; or
- Transfield Employees Superannuation Fund; or
- Some other compliant Fund nominated by the employee.

36.3 If at any time during the life of this Agreement the SGC increases beyond 9%, then any increase will be applicable under this Agreement. Provided that at all times during the life of this Agreement the minimum SGC percentage will be 9%.

37. REDUNDANCY

37.1 Definitions

37.1.1 “**Redundancy**” shall mean where the Company terminates an employee at the Site as a result of reduced labour requirements brought about by operational requirements leading to changes in production, programming or by the loss of, or reduction in the scope of the Company’s contract on site.

37.1.2 “**Continuous Employment**” shall mean continuous employment with the Company at the Site from December 1st 1995

37.1.3 “**Consultation**” for the purposes of this Clause only shall mean as per section 170GA(1)(2)(3) of the *Workplace Relations Act 1996* as amended.

37.2 Application

37.2.1 After consultation (*as defined*) has taken place and the Company makes an employee redundant (*as defined*), the employee shall subject to the provisions of this clause be entitled to redundancy/severance pay to the amount specified in 37.4 Severance Pay hereof.

37.3 Termination of Employment due to Redundancy

37.3.1 Where the Company terminates an employee due to redundancy the following notice shall apply (The notice is in lieu of and not in addition to the notice as provided for at Clause 12.5 of this Agreement)

| <u>Period of Continuous Service</u> | <u>Period of Notice</u> |
|-------------------------------------|-------------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |

5 years and over

4 weeks

37.3.2 In addition to the above notice employees over 45 years of age at the time of giving notice with not less than two years continuous service shall be entitled to an additional weeks notice.

37.3.3 Payment in lieu of the notice shall be made if the appropriate notice is not given. Provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

37.3.4 Provided that in any weekly period where the employee is required to work out the notice period, the employee subject to reasonable notice to the Company, will be eligible to have a day off without loss of ordinary pay so as to attend for genuine interviews about seeking alternative employment.

37.4 Severance Pay

37.4.1 An employee who is retrenched shall be entitled to the following severance pay in addition to the notice for termination set out in subclause 37.3

| <u>Period of Continuous Service</u> | <u>Severance Pay</u> |
|---|----------------------|
| Less than 1 year | Nil |
| 1 year and more, but less than 2 years | 4 week's pay |
| 2 years and more, but less than 3 years | 7 week's pay |
| 3 years and more, but less than 4 years | 10 week's pay |
| 4 years and more, but less than 5 years | 12 week's pay |
| 5 years and more, but less than 6 years | 14 week's pay |
| 6 years and more | 16 week's pay |

37.4.2 "Weeks Pay," means the normal weekly all-purpose earnings (excluding overtime) for the employee concerned.

37.4.3 An employee aged 45 or more will receive additional loading of 25% to the above severance pay scale at 37.4.1

38. INTEGRATED SERVICES CONTRACT (ISC) PERFORMANCE MANAGEMENT PROGRAM:

As a term of settlement of this Agreement and with the ongoing commitment to continuous improvement programs the parties bound by this Agreement are committed to and will support and participate in the following processes:

38.1 Key Position Management Program.

- a) Within 90 days of the commencement of the ISC with the Client, the Company is required to develop a program that identifies 'Key Positions' that are required for the execution of the services. The majority of these "Key Positions" will be TS Staff roles although some will be non-staff employee based personnel and will include all Team Leaders.
- b) This program will detail the recruitment criteria for these positions, a competency based selection criteria process, a performance management system and the development of a replacement and succession plan for all positions. This program will have Client input throughout the process and those filling key positions will be required to actively participate in and support the overall process.

38.2 Trade Skills Development Program:

- a) A Trade Skill Development program is required to cover all Tradespersons and is to be developed by the Company in consultation with the Consultative Committee in the first 90 days of the commencement of the ISC. This program details and manages all apprentice manning levels and details all workforce training including site based Client training as well as external training initiatives (e.g. Agents of Change, Cert IV in OHS) that the Company may introduce.
- b) Participation in these courses will be a prerequisite for advancement within the EBA level structure from a base tradesperson level and above and for all Team Leader positions. Training will be in paid time only.

38.3 Trade and other Skills Performance Management Program:

A formalised Trade and other Skills Performance Management Program will be developed by the Company in consultation with the Consultative Committee in the first 90 days of the commencement of the ISC and will cover all employees covered by this Agreement. This will take the form of a formalised system that will recognise and reward the top performers within the workforce as well as recognise and performance manage the low performers. Active participation and support of this process will be a requirement of the workforce.

38.4 Provision of basic Trade Tools:

Within the first 90 days of the commencement of the ISC, the Company in consultation with the Consultative Committee will be required to re-develop a Basic Trade Tool List for all trade and relevant non-trade positions. This will set the minimum tools that an individual employee, where applicable, is expected to provide, use and maintain in their daily work and pay for out of the relevant tool allowance currently provided for in the all -purpose rates. For all new employees of the Company, these lists will be issued with all Letters of Offer and the supply of and compliance with these basic trade tool lists will be a prerequisite before new employee's are allowed to commence on site.

38.5 NORMS Database Implementation and Usage

The Company in consultation with the Consultative Committee will be actively implementing the NORMS database for all areas of work. This will assist the Company and Client formulate estimates for work, which can be easily benchmarked with other sites and to industry expectations. In conjunction with this, another productivity measure will be introduced to complement the NORMS data base system and take the form of workforce led time management. This process will involve workforce teams mapping their productivity 'losses', assisting in investigations to determine the root causes of the delays and participation in the formulation of subsequent solutions. Provided this process will not be used for purposes other than for mapping individual employee productivity measures (i.e. not to be used for disciplinary purposes).

39. TRAVELLING AND BOARD

39.1 Excess Travelling and Fares

- 39.1.1 An employee who on any day at the direction of the Company is required to work at 'such other site' away from the Kurnell site (*as defined*) shall at the direction of the Company present himself/herself for work at 'such other site' at the usual starting time, but for all time reasonably spent in reaching and returning from 'such other site' (in excess of the time normally spent in travelling from his/her home to the Kurnell site and returning) he/she shall be paid travelling time (38.2.1), and also any fares reasonably incurred in excess of those normally incurred in travelling between his/her home and the Kurnell site.
- 39.1.2 An employee with the approval of the Company uses his/her own means of transport for travelling to or from outside sites, shall be paid the amount of excess fares which he

would have incurred in using public transport.

39.1.3 The provisions of this Clause has no application in the case where an employee covered by this Agreement is already in receipt of any travel mobility payments as prescribed within this Agreement.

39.2 Distant Work

An employee sent by the Company from his/her usual locality to another and required to remain away from his/her usual place of abode shall be paid travelling time whilst necessarily travelling between localities, and reasonable expenses whilst so absent from his/her usual locality.

39.2.1 Payment for Travelling

- a) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and a half.
- b) The maximum travelling time to be paid for shall be 12 hours out of every 24 hours, or when sleeping berth is provided by the Company for all-night travel, eight hours out of every 24.

39.2.2 "Expenses" for the purpose of this sub-clause means:

- a) All fares reasonably incurred.
- b) Reasonable expenses incurred whilst travelling including meals.
- c) A reasonable allowance to cover the cost incurred for board and lodging.

The above (39.2.2) has no application in cases where the Company provides fares, meals, board and lodging, etc. to the employee.

39.3 Motor Vehicle Allowance

Where an agreement is reached between the Company and an employee for the employee to use his/her own vehicle on the Company's business, on such occasions the employee shall be entitled to be paid an allowance for each kilometer travelled, as per the following:

| | Current | From: 3/6/2006 | From: 2/6/2007 | From: 7/6/2008 |
|-------------------------|----------------|---------------------------|---------------------------|---------------------------|
| Per Kilometre travelled | 0.62cents | 0.65cents | 0.68cents | 0.71cents |

This provision has no application whatsoever where an employee is in receipt of any other travel or mobility payment as prescribed within this Agreement or for any purposes where an employee is travelling to or from his usual place of work (*i.e. site as defined*) for any purposes relating to ordinary, call-in or overtime hours of work. The allowance only relates to where an employee is required at the Company's request to use his/her own vehicle on Company business.

APPENDIX "A"

A1. WAGE RATES

A1.1 Classification Stream/Title/Levels

This Agreement provides for a structure of three separate classification streams with varying levels within each stream. The classification streams/title being:

- **Electrical Maintenance Employee (EME)**
- **Mechanical Maintenance Employee (MME)**
- **Building Maintenance Employee (BME)**

A1.1.1 Employees will be classified into one of the following classification Stream levels which is compatible to the Company's needs provided the employee has the appropriate qualifications. Employees will be required to carry out such duties as are within the limits of the employees' skill, competence and training, including work that is incidental or peripheral to the employee's main function.

A1.2 Skills Enhancement Programme Progression

All employees shall have a reasonable opportunity of progressing to a higher classification level. Advancement to a higher level will result from:

- Requirement/needs of the Company for skills within the classification levels specified.
- Capacity of the employee to competently perform the work.

NB: Classification advancement is dependant upon vacancies and the needs of the Company.

A1.3 Additional Classifications

The Classifications mentioned within each stream are not considered to be inclusive of all classifications likely to be used on the site, other classifications may be included from time to time, provided discussion will take place between the relevant Parties to the Agreement.

A1.4 Streams/Title/Level

Subject to the provisions of (A1.1.1) persons employed at any one of the following streams/levels will have successfully completed the Site Induction Programme and be a person who has the necessary qualifications as outlined in the skills matrix at Appendix "B" of this Agreement.

A1.5 Electrical Maintenance Stream

- 35 hour weekly ordinary time wage from:

| Title | Level | Current | From: 3/6/2006 5% | From: 2/6/2007 5% | From: 7/6/2008 4% |
|--|--------------|----------------|----------------------------------|----------------------------------|----------------------------------|
| Electrical Maintenance Employee – Level 1 | | \$808.95 | \$849.39 | \$891.86 | \$927.54 |
| Electrical Maintenance Employee – Level 1A | | \$864.04 | \$907.24 | \$952.60 | \$990.70 |
| Electrical Maintenance Employee – Level 2 | | \$943.67 | \$990.85 | \$1040.39 | \$1082.00 |
| Electrical Maintenance Employee – Level 3 | | \$990.17 | \$1039.67 | \$1091.66 | \$1135.32 |
| Electrical Maintenance Employee – Level 4E | | \$1000.58 | \$1050.60 | \$1103.13 | \$1147.26 |
| Electrical Maintenance Employee – Level 4I | | \$1034.39 | \$1086.10 | \$1140.41 | \$1186.03 |
| Electrical Maintenance Employee – Level 5 | | \$1050.39 | \$1102.90 | \$1158.05 | \$1204.37 |
| Electrical Maintenance Employee – Level 6 | | \$1120.89 | \$1176.93 | \$1235.78 | \$1285.21 |
| Electrical Maintenance Employee – Level 7 | | \$1161.34 | \$1219.40 | \$1280.37 | \$1331.59 |

A1.6 **Mechanical Maintenance Stream**

- 35 hour weekly ordinary time wage from:

| Title | Level | Current | From: 3/6/2006 5% | From: 2/6/2007 5% | From: 7/6/2008 4% |
|---|-------|-----------|-------------------------|-------------------------|-------------------------|
| Mechanical Maintenance Employee –Level 1 | | \$808.84 | \$849.28 | \$891.74 | \$927.41 |
| Mechanical Maintenance Employee –Level 2 | | \$863.80 | \$906.99 | \$952.33 | \$990.43 |
| Mechanical Maintenance Employee –Level 3 | | \$919.34 | \$965.30 | \$1013.57 | \$1054.11 |
| Mechanical Maintenance Employee –Level 3A | | \$947.44 | \$994.81 | \$1044.55 | \$1086.33 |
| Mechanical Maintenance Employee –Level 4 | | \$930.30 | \$976.81 | \$1025.65 | \$1066.68 |
| Mechanical Maintenance Employee –Level 5 | | \$930.30 | \$976.81 | \$1025.65 | \$1066.68 |
| Mechanical Maintenance Employee –Level 6 | | \$965.04 | \$1013.29 | \$1063.95 | \$1106.51 |
| Mechanical Maintenance Employee –Level 7 | | \$985.95 | \$1035.24 | \$1087.00 | \$1130.49 |
| Mechanical Maintenance Employee –Level 8 | | \$1018.17 | \$1069.07 | \$1122.52 | \$1167.43 |

A1.7 **Building Maintenance Stream**

- 35 hour weekly ordinary time wage from:

| Title | Level | Current | From: 3/6/2006 5% | From: 2/6/2007 5% | From: 7/6/2008 4% |
|---|-------|-----------|-------------------------|-------------------------|-------------------------|
| Building Maintenance Employee – Level 5 | | | | | |
| <input type="checkbox"/> Plumber | | \$955.21 | \$1002.97 | \$1053.11 | \$1095.24 |
| <input type="checkbox"/> Carpenter | | \$953.96 | \$1001.65 | \$1051.74 | \$1093.81 |
| <input type="checkbox"/> Signwriter | | \$952.36 | \$999.97 | \$1049.97 | \$1091.97 |
| <input type="checkbox"/> Bricklayer | | \$949.50 | \$996.97 | \$1046.82 | \$1088.69 |
| <input type="checkbox"/> Painter | | \$942.41 | \$989.53 | \$1039.00 | \$1080.56 |
| Building Maintenance Employee –Level 6 | | \$965.04 | \$1013.29 | \$1063.95 | \$1106.51 |
| Building Maintenance Employee –Level 7 | | \$985.95 | \$1035.24 | \$1087.00 | \$1130.49 |
| Building Maintenance Employee –Level 8 | | \$1000.45 | \$1050.47 | \$1102.99 | \$1147.11 |

A2. ALLOWANCES

A2.1 **Tool Allowance**

An amount for Tool Allowance is included in the “*all Purpose*” wage rates relating to tradespersons as prescribed in this Agreement. The allowance is for tools not customarily supplied by the Company but is for the supply, maintenance and use of tools ordinarily used by the tradesperson in performing their daily work. At the time of making this Agreement the applicable absorbed allowance was \$12.40 (save for those employees who have a retention arrangement) and the allowance as absorbed is automatically escalated within the wage rates as per the escalation dates of this Agreement.

A2.2 **Electrical Certificate Allowance**

An employee who holds an appropriate electricians certificate and is required by the company to use it shall be paid an “*all purpose*” allowance of:

| | Current | From: 3/6/2006 | From: 2/6/2007 | From: 7/6/2008 |
|----------------------------------|----------------|---------------------------|---------------------------|---------------------------|
| Qualified Supervisor Certificate | \$29.60 | \$31.08 | \$32.63 | \$33.93 |
| Certificate of Registration | \$15.95 | \$16.74 | \$17.58 | \$18.28 |

A2.3 Team Leader Allowance (All Purpose)

A2.3.1 An employee appointed by the Company as a Team Leader shall be paid an “*all purpose*” allowance. The allowance for 35 hours is:

| | Current | From: 3/6/2006 | From: 2/6/2007 | From: 7/6/2008 |
|-----------------------|----------------|---------------------------|---------------------------|---------------------------|
| Team Leader Allowance | \$56.00 | \$58.80 | \$61.74 | \$64.21 |

A2.3.2 The minimum requirement for an employee to be appointed a Team Leader shall be one day. Provided that a minimum one days notice by the Company (or one days team leader rate in lieu) will be required to release a Team Leader from his/her Team Leader role.

A2.4 First Aid Allowance (All Purpose)

A2.4.1 Where required, the company may appoint a suitably qualified employee to perform first aid duties, subject to the following:

- The employee would have been trained to render first aid and be the holder of a current St. John’s Ambulance (or its equivalent) Certificate.

A2.4.2 An employee appointed to render first aid shall be entitled to an “*all purpose*” allowance. This allowance will be:

| | Current | From: 3/6/2006 | From: 2/6/2007 | From: 7/6/2008 |
|---------------------|----------------|---------------------------|---------------------------|---------------------------|
| First Aid Allowance | \$11.10 | \$11.65 | \$12.23 | \$12.72 |

A2.5 Car Allowance

A2.5.1 An employee required to work overtime hours without being notified the previous day or earlier will be paid a car allowance where the employee provides his/her own means of transport to return to his/her home from the site. Provided in the circumstances where the pre-arranged overtime hours are increased after starting the overtime work then the payment will also apply:

| Current | From: 3/6/2006 | From: 2/6/2007 | From: 7/6/2008 |
|----------------|-----------------------|-----------------------|-----------------------|
| \$27.34 | \$28.70 | \$30.14 | \$31.34 |

- A.2.5.2 If an employee pursuant to notice provides his/her own means of transport and is not required to work overtime he/she shall be paid the above allowance as prescribed.
- A.2.5.3 In accepting this allowance employees accept full responsibility for using their private cars for this purpose. They shall not make claims against the company on account of damage to their cars or claims being made against them by other parties arising from incidents or accidents occurring while using their cars for this purpose.

A2.6 Transport and Location Allowance (already incorporated in the wage rates)

A2.6.1 Included in the wage rates as prescribed at A1 (A5, A6, A7) of this Agreement is an “*all purpose*” Transport and Location Allowance. At the time of making this Agreement the applicable absorbed amount was \$18.56, and the allowance as absorbed is automatically escalated within the wage escalation provided for in this Agreement.

A2.7 Boarding Allowance

An employee required to be aboard a vessel at the sub-berth in Botany Bay shall be paid a Boarding Allowance. The allowance is payable once only for each week during which the employee is required to board vessels moored at the wharf sub-berth in Port Botany.

| Current | From: 3/6/2006 | From: 2/6/2007 | From: 7/6/2008 |
|------------------------|-----------------------|-----------------------|-----------------------|
| \$21.43per week | \$22.50 | \$23.62 | \$24.57 |

A2.8 Clothing Allowance

Where work clothing i.e. pants, shirts or combination overalls in accordance with Cause 27 of this Agreement are not supplied by the Company eligible employees shall be paid a flat daily clothing allowance at the following rate per day for each day worked.

| Current | From: 3/6/2006 | From: 2/6/2007 | From: 7/6/2008 |
|-----------------------|-----------------------|-----------------------|-----------------------|
| \$2.50 per day | \$2.62 per day | \$2.75per day | \$2.86 per day |

A3. ALL PURPOSE

A3.1 Rates of Pay - Definition

- A3.1.1 The rates of pay expressed in this Appendix provide for all conditions of employment. They are the minimum rates to be paid on the site.
- A3.1.2 The rates expressed are paid for all or any disabilities associated with any work carried out by the employees including, without limiting award special rates, confined space, wet underfoot, height, dirt, dust, heat, fumes, special skill payments, wind, training, laundry, asbestos, toxic substances and any other similar or like payments which may be provided for in any other relevant Awards/Agreements and not expressly provided for elsewhere in this Agreement, and/or relating to the scope of work to be undertaken by the Company.

- A3.1.3 The weekly rates as specified at **A1** and relevant allowances as specified at **A2** (2.2), (2.3) and (2.4) reflect, where applicable, the **All Purpose** 35 hr Weekly Wage Rate which are also paid on ordinary time, overtime, and where relevant, paid leave.

A4. KEY PERFORMANCE INDICATOR BONUS (KPI)

A 'modified KPI bonus system' for full time & part time employees will be introduced not later than December 2006 which will apply as per the following:

- a) The 'modified KPI bonus system' will be linked to an employees individual score card over the applicable period;
- b) The 'modified KPI bonus system' for employee's individual outcomes will be measured against safety, quality, and the genuine participation of the employee in relevant matters raised at Clause 38 of this Agreement, and the success of the outcomes achieved;
- c) The 'modified KPI bonus system' for an individual employee achieving 100% individual score card will be **\$1500.00gross**, per annum. or pro rata thereof for part time employees or for periods of service of less than 12 months.

Until such times as the Company in consultation with the Consultative Committee have developed the 'modified KPI bonus system' for implementation the current KPI Bonus of **2.5%** maximum, with its current terms, conditions and application will continue. This also applies to casuals with 3 months continuous service or more.

A5. INCOME PROTECTION

The Company will provide Income Protection Insurances (sickness & accident) for full time and part time employees covered by this Agreement. The scheme will be with the provider **IUS**, and under the terms offered by IUS from time to time. For the life of this Agreement the overall cost will not exceed 1.5% of payroll (exclusive of payroll tax).

APPENDIX "B"

B1. Electrical Maintenance Employee

B1.1 Electrical Maintenance Employee is an employee engaged to carry out maintenance and miscellaneous work at the Kurnell Refineries.

All Electrical Maintenance Employees are graded at various levels depending upon the utilisation of their achieved certification, skills and assessment of Core activity criteria as detailed in the Skills Training Register. Regardless of any graded level, an Electrical Maintenance Employee will perform general duties within their skill level as required. Such duties will include but not be limited to the following and in no way shall prejudice the requirements contained within the classification structure:

- Assisting other Electrical Maintenance Employees in the performance of their duties.
- Erection and dismantling of scaffolding, soldering, brazing, use of oxy-acetylene and electrical arc welding equipment and perform or assist minor lifting duties where the performance of such duties does not infringe statutory requirements.
- Erect and dismantle tarpaulins and any special purpose "igloos" as required, without the assistance of an employee holding a Rigger's Certificate of Competency.
- Perform minor lifting tasks in association with their assigned duties by way of removal and installation of equipment and piping, where the lifting does not contravene statutory regulations.

- Employees in possession of a Class 1 Driver's Licence shall utilise the licence where the driving is required incidental or ancillary to their assigned duties.
- Removal of and application of lagging and sheetmetal work.
- Operates power driven machinery including but not limited to power shears, power hacksaws, power press, grinders, screwing, drilling, tapping, threading and milling machines, lathes and vacuum machines.
- Work within tool rooms and storerooms as directed.
- Work of a general nature including labouring.
- Co-ordinates and communicates with other crafts.
- Shares specialised knowledge.
- Perform safety and fire-watching duties

B1.2 Electrical Maintenance Employee – Level 1

Is a non-trade employee who has not yet achieved a certified level of competency in a skill as defined in the agreement. The employee is required to perform the general duties described as required by the Company. Indicative of the classification that an employee at this level may perform are as follows:

- Electrical Assistant
- Electrical Labourer

B1.2.1 Electrical Maintenance Employee – Level 1A

An employee at this Level is an EME level 1 who is required by the Company to obtain, and obtains, a forklift drivers certificate.

B1.3 Electrical Maintenance Employee – Level 2

Is a tradesperson who has completed and utilises apprenticeship qualifications in *electrical trades* with a Certificate of Proficiency in that trade.

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.

B1.4 Electrical Maintenance Employee - Level 3

Is a tradesperson who has completed and utilises apprenticeship qualifications in *instrument trades* with a Certificate of Proficiency in that trade.

In addition to undertaking the duties of such trade or certified level of competency, the employee is required to perform the general duties described as required by the Company.

B1.5 Electrical Maintenance Employee – Level 4E

Is an employee who meets the requirements specified in Level 2, and

has achieved and utilises the required level of assessment as set out in the Skills Training Register for Level 4 Electrician.

Additionally such employee shall continue to participate in training to maintain and enhance site-specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B1.6 Electrical Maintenance Employee – Level 4I

Is an employee who meets the requirements specified in Level 3, and

has achieved and utilises the required level of assessment as set out in the Skills Training Register for Level 4 Instrument Technician.

Additionally such employee shall continue to participate in training to maintain and enhance site-specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B1.7 Electrical Maintenance Employee – Level 5

Is an employee who meets the requirements of Level 4E, and

- i) Holds a Qualified Supervisor Certificate, and
- ii) An Instrument Trades Certificate, or
- iii) Hazardous Electrical Areas, Hazardous Electrical Equipment Certificates of Competency as verified by Transfield Electrical Supervisor; or
- iv) An Electrical Engineering Associate Diploma, or
- v) An Electronic Trades Certificate, or
- vi) Industrial Electronics Certificate

An employee who meets the requirements of Level 4I, and

- i) Holds a Qualified Supervisor Certificate, or
- ii) An Electrical Trades Certificate, or
- iii) An Electrical Engineering Advance Certificate, or
- iv) Industrial Electronics, or
- v) An Electrical Engineering Associated Diploma, or
- vi) An Electronic Trades Certificate.

Additionally such employee shall continue to participate in training to maintain and enhance site-specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B1.8 Electrical Maintenance Employee – Level 6

Is an employee who meets the requirements of both Level 4E and 4I and is a dual qualified tradesperson

Dual qualified tradesperson means: -

- i) Completion of an apprenticeship in electrical trades with a certificate of proficiency in that trade or successful completion of a TAFE instrument industrial (Conversion) course or possesses other tertiary qualifications relevant to the site, and also possession of a qualified supervisors certificate (“A” Grace Licence); or
- ii) Completion of an apprenticeship in Instrument Trades with a Certificate of Proficiency in that trade or possession of a Qualified Supervisors Certificate (“A” Grade Licence).

Additionally such employee shall continue to participate in training to maintain and enhance site-specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B1.9 Electrical Maintenance Employee – Level 7

Is an employee who has achieved and utilizes the required level of core activity as set out in the Skills Training Register for Level 4E, 4I, 5 or 6 and is appointed by the Company as a Team Leader. Provided the Team Leader Allowance as prescribed at Clause A2.3 has no application to an employee at this Level.

B.2 Mechanical Maintenance Employee

i) Mechanical Maintenance Employee, is an employee engaged to carry out contract maintenance and miscellaneous work at the Kurnell Refineries.

ii) Mechanical Maintenance Employee's are graded at various levels depending upon the utilisation of their achieved certification, skills and assessment of core activity criteria as detailed in the Skills Training Register. Regardless of any graded level, a Mechanical Engineer Employee will perform general duties within their skill level as required. Such duties will include but not be limited to the following and in no way shall prejudice the requirements contained within the classification structure.

- Assisting other Mechanical Maintenance Employee in the performance of their duties.
- Oiling and greasing of equipment.
- Erection and dismantling of scaffolding, soldering, brazing, use of oxy-acetylene and electric arc welding equipment and perform or assist minor lifting duties where the performance of such duties does not infringe statutory requirements.
- Erect and dismantle tarpaulins and any special purpose “igloos” as required, without the assistance of an employee holding a Rigger’s Certificate of Competency.
- Perform minor lifting tasks in association with their assigned duties by way of removal and installation of equipment and piping, where the lifting does not contravene statutory regulations.
- Employees in possession of a Class 1 Driver’s Licence shall utilise the licence where the driving is required incidental or ancillary to their assigned duties.
- Removal of and application of lagging and sheetmetal work.
- Operates power driven machinery including but not limited to power shears, power hacksaws, power press, grinders, screwing, drilling, tapping, threading and milling machines, lathes and vacuum machines.
- Work within tool rooms and storerooms as directed.
- Work of a general nature including labouring.
- Co-ordinates and communicates with other crafts.
- Shares specialised knowledge.
- Performs safety and fire-watching duties.
- Performs water draw-off and assists manufacturing with general clean up duties.

- Perform general work on heat exchangers, vessels and valve replacement.
- Performs surface preparation and applies protective coatings.

B2.1 Mechanical Maintenance Employee – Level 1

Is a non-trade employee who has not yet achieved a certified level of competency in a skill as defined in this agreement. The employee is required to perform the general duties described as required by the Company.

Indicative of the classifications, which an employee at this level may perform, are as follows:

- Labourer
- Lagger
- Ironworker
- Storeperson

B2.2 Mechanical Maintenance Employee – Level 2

Is an employee who has achieved and utilises a certified level of competency as either: -

Forklift driver, excavator operator, dogman, rigger, scaffolder, Class 3B driver's licence, operator of high-pressure water blaster, insulator/fabricator or up to 20 tonne capacity crane driver.

Indicative of the classifications, which an employee at this level may perform, are as follows:

- Dogman
- Crane Operator to 20 Tonne
- Excavator Operator
- Fork Lift Driver
- HP Cleaning Apparatus Operator
- Insulator/Fabricator
- Rigger
- Scaffolder
- Transport Driver (3B Licence)

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.

B2.3 Mechanical Maintenance Employee – Level 3

Is an employee (other than a rigger or under 20T crane driver) who meets the requirements specified in Level 2, and has achieved and utilises the skills set out in: -

- i) Basic Site Skills (8 including core skills)

| Core Skills | Basic Site Skills |
|--------------------|--------------------------|
| Safety | Maintenance procedures |
| Environment | Caltex Standing Orders |
| Permit Control | Communications |
| | Special Tools |
| | Stores |

And

- ii) One (1) General Competency Stream (3 skill sets including core*)

| Mechanical Stream | Insulating Stream | Tank Stream | General Stream |
|--------------------------|----------------------------|--------------------|---------------------------|
| Pipe work | Asbestos Procedure | Pipework | Catalyst Handling |
| Hosework | Hosework | Hosework | Hosework |
| Machinery | Machinery | Machinery | Machinery |
| Valves | Site Set-up & Coordination | Valves | Valves |
| Furnaces | | Tank work | Spading |
| | | | Bundwall repairs |
| | | | Formwork/Concreting/Epoxy |

* Core Skills

Additionally such employee shall continue to participate in training to maintain and enhance site-specific requirements.

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.
Development work includes the selection, fabrication and installation of pre-made patterns i.e. lobster-backs, valve boxed, cones and encasements.

B2.4 Mechanical Maintenance Employee – Level 4

Is an employee who holds riggers or under 20T crane operator's certificate of competency, and has achieved and utilises the skills set out in: -

i) Basic Site Skills (8 including core skills)

| Core Skills | Basic Site skills |
|--------------------|--------------------------|
| Safety | Maintenance procedures |
| Environment | Caltex Standing Orders |
| Permit Control | Communications |
| | Special Tools |
| | Stores |

and

ii) One (1) General Competency Stream (3 skill sets including core)

| Mechanical Stream | Insulating Stream | Tank Stream | General Stream |
|--------------------------|----------------------------|--------------------|---------------------------|
| Heat exchangers* | Development work* | Hot work* | HPW & tank cleaning* |
| Pipe work | Asbestos Procedure | Pipework | Catalyst Handling |
| Hosework | Hosework | Hosework | Hosework |
| Machinery | Machinery | Machinery | Machinery |
| Valves | Site Set-up & Coordination | Valves | Valves |
| Furnaces | | Tank work | Spading |
| | | | Bundwall repairs |
| | | | Formwork/Concreting/Epoxy |

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B2.5 Mechanical Maintenance Employee – Level 5

Is a tradesperson who has completed and utilises apprenticeship qualifications in a trade of the following:

Fitting, machining, sheetmetal, motor mechanics, boilermaking or other trades courses recognised in heavy industry, and uses those skills as required or directed, or

An adult employee capable of and utilises both electric arc and oxy acetylene equipment and is in possession of the appropriate statutory qualification such as to enable the use of welding both alloy and carbon steel on pressure vessels and piping as required or directed, or

An employee who possesses and utilises an over 20 tonne capacity Crane Operator's Certificate.

In addition to undertaking the duties of such trade or certified level of competency, the employee is required to perform the general duties described as required by the Company.

B2.6 Mechanical Maintenance Employee – Level 6

Is an employee who meets the requirements of Level 5, or has achieved and utilises the skills set out in:

- i) Basic Site Skills (8 including core *skills) and
- ii) The Mechanical General Competency Stream (3 skill sets including core*).

| Mechanical General Competency Stream |
|---|
| Heat Exchangers/General* |
| Pipework |
| Hosework |
| Machinery/Handtools |
| Valves/Correct Installation work |
| Furnaces/Burners |

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B2.7 Mechanical Maintenance Employee – Level 7

Is an employee who has satisfied the requirements as designated in Level 6, and

has achieved and utilises the skills set out in:

- i) Basic Site Skills (8 including core *skills) and
- ii) One (1) Trade Competency Stream (3 skill sets including core*).

| Trade Competency Streams | | |
|--|--|---|
| Fitting Stream | Boilermaking Stream | Welding Stream |
| Rotating Equipment* | Pipe Spooling* | *Welding Ticket # 4 |
| Heat Exchangers (able to do blinding points & shell & tube tests) | Job site preparation | *Welding Ticket # 7 |
| PM's | PM's (welding equipment) | PM's (welding equipment) |
| Gauge Glass(able to strip overhaul & assemble) | Quality | Quality |
| Special Tools(able to use Hitorque equipment and Hydratight equipment) | Special Tools(use of pipe bending equipment) | Job site preparation |
| Overhead Cranes(licensed to use o/h cranes) | Overhead Cranes(licensed to use o/h cranes) | Overhead Cranes(licensed to use o/h cranes) |

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B2.8 Mechanical Maintenance Employee – Level 8

Is an employee who has satisfied the requirements as designated in Level 7 and shall hold additional qualifications as follows: -

| Fitting Stream | Boilermaking Stream | Welding Stream |
|--|---|---|
| National dogging certificate or designated site skills as outlined below | National dogging certificate or designated site skills | National dogging certificate or designated site skills |
| Fin Fans: Bearing changeover & Fin Fan set up' | Welding ticket#4 | Able to draw Isometrics for fabrication and QA packages |
| Single stage pumps: remove, overhaul and reinstall | Welding ticket #7 | Able to set up and prepare pipe spools. |
| Turbines: trip testing and adjustment | Able to draw Isometrics for fabrication and QA packages | |
| Tank Mixers: backseat for repacking and seal changes or external qualifications for hydraulic & pneumatics or similar relevant TAFE qualifications | Site approved in 6G welding qualifications | |

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B3 Building Maintenance Employee

B3.1 Building Maintenance Employee, is an employee engaged to carry out contract maintenance and miscellaneous work at the Kurnell Refineries.

Building Maintenance Employees are graded at various levels depending upon the utilisation of their achieved certification, skills and assessment of Core activity criteria as detailed in the Skills Training Register. Regardless of any graded level, Building Maintenance Employee will perform general duties within their skill level as required. Such duties will include but not be limited to the following and in no way shall prejudice the requirements contained within the classification structure.

- Assisting other Employees in the performance of their duties.
- Erection and dismantling of scaffolding, soldering, brazing, use of oxy-acetylene and electric arc welding equipment and perform or assist minor lifting duties where the performance of such duties does not infringe statutory requirements.
- Erect and dismantle tarpaulins and any special purpose “igloos” as required, without the assistance of an employee holding a Rigger’s Certificate of Competency.
- Perform minor lifting tasks in association with their assigned duties by way of removal and installation of equipment and piping, where the lifting does not contravene statutory regulations.

- Employees in possession of a Class 1 Driver's Licence shall utilise the licence where the driving is required incidental or ancillary to their assigned duties.
- Removal of lagging and sheetmetal work.
- Operates power driven machinery including but not limited to power shears, power hacksaws, power press, grinders, screwing, drilling, tapping.
- Work within tool rooms and storerooms as directed.
- Work of a general nature including labouring.
- Co-ordinates and communicates with other crafts.
- Shares specialised knowledge.
- Performs safety and fire-watching duties.
- Performs water draw-off and assists manufacturing with general clean up duties.
- Performs surface preparation and applies protective coatings.

B3.2 Building Maintenance Employee – Level 5

Is a tradesperson who has completed and utilises apprenticeship qualifications in a trade of the following:

Plumbing, carpentry, signwriting, bricklaying, painting or other trades courses recognised in the Building Industry and uses these skills as required or directed.

B3.3 Building Maintenance Employee – Level 6

Is an employee who meets the requirements of Level 5, and

has achieved and utilises the skills set out in: -

- i) Basic Site Skills (8 including core skills) and
- ii) The Building/Painting General Competency Stream (3 skill sets including core)

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.

B3.4 Building Maintenance Employee – Level 7

Is an employee who has satisfied the requirements as designated in Level 6, and

has achieved and utilises the skills set out in: -

- i) Basic Site Skills (8 including core skills) and
- ii) One (1) Trade Competency Stream (3 skill sets including core)

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B3.5 Building Maintenance Employee – Level 8

Is an employee who has satisfied the requirements as designated in Level 7 and shall hold additional qualifications as follows: -

- National Dogging Certificate
- OR
- Building Supervisors Certificate (or equivalent)

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such trade or certified level of competency, the employee is required to perform the general duties described as required by the Company.

B3.6 Employees in the Building Classification stream have as a matter of custom received a flat daily payment for excess fares and travel associated with their required movement on and off site from time to time. The payment has no application to any other classification outside of the Building stream:

| Current | From:3/6/2006 | From:2/6/2007 | From:7/6/2008 |
|---|---------------------------------------|---------------------------------------|---------------------------------------|
| \$14.30 per day of attendance at work. | \$15.00 per day of attendance at work | \$15.76 per day of attendance at work | \$16.40 per day of attendance at work |

B4 Progression Through Skills Matrix

B4.1 A Consultative Committee consisting of employees and management will meet monthly to review the progress of training. A principal aim of this Committee is to ensure that employees are given adequate opportunity to progress through the skills based structure, and an appropriate mechanism will be put in place to ensure this occurs. After 12 months of the operation of this Agreement, when an employee (with a minimum of 12 months site service) has been unable to progress at least one level in the structure and it can be demonstrated that this is due to site training not being provided, then the employee will be promoted to the next level. Once promoted to that level, the employee will still be required to obtain the site skills applicable to that level.

B4.2 It is intended that, through the operation of the Consultative Committee, training issues will be addressed on an on-going basis and therefore there should be few (if any) incidents which need to be addressed as above.

B4.3 Employees must make themselves available if training opportunities are provided. Site training does not include any externally accredited training contained within the structure eg. riggers certificate, welding ticket, etc.

B4.4 Circumstances which would extend the twelve month period are as follows: -

- Broken employment
- Casual employment
- Extended leave and absences
- Avoidance of training

B4.5 Circumstances accepted within the 12 month period are:

- Normal leave entitlements
- Shift work (if required the employee must consider transferring to day work to complete training)

B4.6 All circumstances shall be reviewed by the Consultative Committee.

APPENDIX "C"

C1. OVERTIME MEALS/TEA MONEY

C1.1 Any employee required to work overtime will be supplied with meal allowances in accordance with the following Schedule: -

MEAL ALLOWANCES

| OVERTIME WORKED | Up to and including 24 hours' notice | More than 24 hour's notice |
|--|---|---|
| 1. More than 4 hours immediately prior to normal shift | 3 meal allowances =4/6/05>\$31.68 =3/6/06>\$33.26 =2/6/07>\$34.92 =7/6/08>\$36.32 | 2 meal allowances =4/6/05>\$21.12 =3/6/06>\$22.17 =2/6/07>\$23.28 =7/6/08>\$24.21 |
| 2. Up to 4 hours immediately prior to normal shift | 2 meal allowances =4/6/05>\$21.12 =3/6/06>\$22.17 =2/6/07>\$23.28 =7/6/08>\$24.21 | 1 meal allowances =4/6/05>\$10.56 =3/6/06>\$11.08 =2/6/07>\$11.64 =7/6/08>\$12.10 |
| 3. Up to 2 hours or less immediately following normal shift | No allowance = Nil | No allowance = Nil |
| 4. Between 2 and 4 hours immediately following normal shift | 1 meal allowances =4/6/05>\$10.56 =3/6/06>\$11.08 =2/6/07>\$11.64 =7/6/08>\$12.10 | 0 meal allowance = Nil |
| 5. More than 4 hours immediately following normal shift | 2 meal allowances =4/6/05>\$21.12 =3/6/06>\$22.17 =2/6/07>\$23.28 =7/6/08>\$24.21 | 1 meal allowances =4/6/05>\$10.56 =3/6/06>\$11.08 =2/6/07>\$11.64 =7/6/08>\$12.10 |
| 6. Up to 4 hours on call out. Is then released from duty | No allowance = Nil | No allowance = Nil |
| 7. Between 4 and 8 hours on call out. Is then released from duty | 1 meal allowances =4/6/05>\$10.56 =3/6/06>\$11.08 =2/6/07>\$11.64 =7/6/08>\$12.10 | 1 meal allowances =4/6/05>\$10.56 =3/6/06>\$11.08 =2/6/07>\$11.64 =7/6/08>\$12.10 |
| 8. Between 8 and 12 hours on call out. Is then released from duty. | 2 meal allowances =4/6/05>\$21.12 =3/6/06>\$22.17 =2/6/07>\$23.28 =7/6/08>\$24.21 | 1 meal allowances =4/6/05>\$10.56 =3/6/06>\$11.08 =2/6/07>\$11.64 =7/6/08>\$12.10 |
| 9. More than 12 hours on call out. Is then released form duty. | 3 meal allowances =4/6/05>\$31.68 =3/6/06>\$33.26 =2/6/07>\$34.92 =7/6/08>\$36.32 | 2 meal allowances =4/6/05>\$21.12 =3/6/06>\$22.17 =2/6/07>\$23.28 =7/6/08>\$24.21 |

APPENDIX "D"

B1) AUSTRALIAN WORKERS UNION-GREATER NSW BRANCH (AWU):

(Signature) (Date)

**B2) AUTOMOTIVE, FOOD, METALS,
ENGINEERING, PRINTING AND KINDRED
INDUSTRY UNION- NSW BRANCH (AFMEPKIU):**

(Signature) (Date)

B3) ELECTRICAL TRADES UNION-NSW BRANCH (ETU):

(Signature) (Date)

B4) CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION(CFMEU):

(Signature) (Date)

B5) TRANSFIELD SERVICES (AUSTRALIA) PTY LIMITED:

(Signature) (Date)